

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

**Caption in Compliance with  
D.N.J.LBR 9004-1**

**STEWART LEGAL GROUP, P.L.**

*Formed in the State of Florida*

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*Attorney for Specialized Loan Servicing LLC as  
servicing agent for Deutsche Bank National  
Trust Company, as Trustee for Morgan Stanley  
Mortgage Loan Trust 2004-11AR, Mortgage  
Pass-Through Certificates, Series 2004-11AR*

In re:

Alvaro A. Ahumada

Debtor.



Order Filed on April 29, 2021  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

Chapter 13

Case No. 19-29527-VFP

Hearing Date: May 20, 2021

Judge Vincent F. Papalia

**CONSENT ORDER RESOLVING MOTION TO VACATE AUTOMATIC STAY**

The relief set forth on the following pages is hereby **ORDERED**.

**DATED: April 29, 2021**

A handwritten signature in black ink, appearing to read "Vincent F. Papalia".

Honorable Vincent F. Papalia  
United States Bankruptcy Judge

Debtor: Alvaro A. Ahumada  
Case No.: 19-29527-VFP  
Caption of Order: **CONSENT ORDER RESOLVING MOTION TO VACATE  
AUTOMATIC STAY**

THIS MATTER having been opened to the Court upon the Motion to Vacate Automatic Stay (“Motion”) filed by Specialized Loan Servicing LLC as servicing agent for Deutsche Bank National Trust Company, as Trustee for Morgan Stanley Mortgage Loan Trust 2004-11AR, Mortgage Pass-Through Certificates, Series 2004-11AR (“Creditor”), whereas the post-petition arrearage is in the amount of \$2,595.75 as of April 23, 2021, and whereas the Debtor and Creditor seek to resolve the Motion, it is hereby **ORDERED**:

1. The automatic stay provided under 11 U.S.C. §362(a) shall remain in effect as to Creditor’s interest in the following property: **31 Demott Avenue, Clifton, New Jersey 07011** (“Property”) provided that the Debtor complies with the following:

- a. On or before May 1, 2021, the Debtor shall cure the post-petition arrearage by remitting a lump sum payment in the amount of **\$2,595.75** directly to Creditor; and
- b. On or before May 15, 2021, the Debtor shall remit the May 1, 2021 contractual payment in the amount of **\$1,956.21** directly to Creditor; and
- c. The Debtor shall resume making the regular monthly payments to Creditor as they become due beginning with the June 1, 2021 payment.

2. All direct payments due hereunder not otherwise paid by electronic means and/or automatic draft, shall be sent directly to Creditor at the following address: **Specialized Loan Servicing LLC, 6200 S. Quebec Street, Greenwood Village, CO 80111.**

3. The Debtor will be in default under the Consent Order in the event that the Debtor fails to comply with the payment terms and conditions set forth in above paragraphs and/or if the Debtor fails to make any payment due to Creditor under the Chapter 13 Plan.

4. If the Debtor fails to cure the default within thirty (30) days from the date of default, Creditor may submit a Certificate of Default to the Court on fourteen (14) days' notice to counsel for Debtor and the Chapter 13 Trustee for an order lifting the automatic stay imposed under 11 U.S.C. § 362(a) and permitting Creditor to exercise any rights under the loan documents with respect to the Property.

5. Creditor is awarded reimbursement of attorney fees and costs in the amount of \$350.00 and \$181.00 to be paid through the Chapter 13 Plan.

**STIPULATED AND AGREED:**

/s/ Paola D. Vera

Paola D. Vera, Esq.  
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*Counsel for Debtor*

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